

FRANCIS A. DI LUNA  
781.897.4981 DIRECT TELEPHONE  
617.210.7050 DIRECT FACSIMILE  
FDILUNA@MURTHALAW.COM

February 9, 2016

Town of Upton  
FEB 17 2015  
Selectmen's Office

VIA CERTIFIED MAIL #70090960000122439538

Upton Board of Selectmen  
One Main Street,  
Upton, MA 01568

Re: Statutory Notice of Intent to Sell Land, buildings and improvements known as  
land off East Street, Upton, Massachusetts, containing 47 acres more or less.

Dear Municipal Agents:

Enclosed please find with this Statutory Notice of Intent to Sell, a Notice of Intent to Sell for Other Use and a copy of the Purchase and Sale Agreement for the property. Pursuant to the provisions of Mass. G.L. c. 61A §14 (Effective March 22, 2007) the above identified land, taxed pursuant to the provisions of Mass. G.L. c. 61A is intended to be sold to F&D Realty Corporation, a corporation duly organized pursuant to the laws of the Commonwealth of Massachusetts and having a principal place of business at 189 Main Street, First Floor, Milford, Massachusetts 01757 or a nominee and converted to residential use while so taxed. According to said section, you are required to receive this Notice of Intent.

Appended hereto please find a Statement of Intent to Sell, including a Statement of Proposed Use of the Land, Location and Acreage as drawn as scaled by the Upton Assessor Office and an ANR Plan showing the land to be removed from Chapterland Classification status and sold for residential purposes. Also enclosed please find a certified copy of the executed Purchase and Sale Agreement specifying the purchase price and all terms and conditions of the proposed sale.

There are no additional agreements or additional consideration for any contiguous land under the same ownership not classified pursuant to the provision of Mass. G.L. c. 61A.

For a period of 120 days after the latest date of deposit in the United States mail, the Town of Upton shall have a first refusal option to meet the bona fide offer to

purchase the above described land or after public hearing assign the right to a non-profit conservation organization or to the Commonwealth or any of its political subdivisions provided in said Chapter. During the 120 day period the Town or its assignee enjoys the right, at reasonable times and upon reasonable notice to enter upon the land for purposes of surveying or inspecting the land.

If the Town elects not to exercise the option, and not to assign its right to exercise the option, the Town shall send written notice of non-exercise, signed by the Town Board of Selectmen, to the landowner as specified in the appended Notice of Intent to Sell.

I thank you for your prompt action on this matter.

Very truly yours,

  
Francis A. Di Luna

Enclosures

cc: Upton Town Clerk  
Upton Board of Assessors  
Upton Planning Board  
Upton Conservation Commission

**NOTICE OF INTENT TO SELL  
FOR OTHER USE**

Pursuant to the provisions of Mass. G.L. c. 61A §14 The Richard A. Amato Investment Trust makes this Notice of Intent to Sell For Other Use:

The Richard A. Amato Investment Trust, Richard A. Amato, Trustee, the owner of the hereto below identified land by and through its Attorney give the Town of Upton this Notice of Intent.

Statement of Proposed Use of the Land:

The proposed use of the land is for a residential development.

Location and Acreage of Land:

Land, buildings and improvements known as land off East Street, Upton, Massachusetts containing 47 acres more or less. For title reference see Deed to seller recorded at the Worcester Registry of deeds in Book 37643, Page 255.

Name, Address and Telephone Number of Landowner:

Owner:

The Richard A. Amato Investment Trust  
Richard A. Amato, Trustee  
11 East Street  
Upton, Massachusetts 01568

Attorney:

Francis A. Di Luna, Esq.  
Murtha Cullina LLP  
600 Unicorn Park Drive  
Woburn, Massachusetts 01801  
Telephone: (781) 897-4981  
Email: [fdiluna@murthalaw.com](mailto:fdiluna@murthalaw.com)

Assessor's Map:

Please see attached map.

**STANDARD FORM  
PURCHASE AND SALE AGREEMENT  
LAND OFF EAST STREET  
UPTON, MASSACHUSETTS**

25-TH  
This \_\_\_ day of January, 2016.

**1. PARTIES AND MAILING ADDRESSES**

Richard A. Amato Investment Trust, Richard Amato, Trustee, hereinafter called the SELLER, agrees to SELL and F&D Central Realty Corporation, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, having a principal place of business at 189 Main Street, First Floor, Milford, Worcester County, Massachusetts 01757 hereinafter called the BUYER or PURCHASER, agrees to buy, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The land, buildings and improvements known as Land off East Street, Upton, Massachusetts, containing 47 acres, more or less. For title reference see Deed to Seller recorded with the Worcester Registry of Deeds in Book 37643, Page 255.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

This section is intentionally deleted because this relates to a sale of raw land only.

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;

- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises for residential new construction;
- \*(f) Chapter 61A Tax Lien with Right of First Refusal.

5. **PLANS**

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. **REGISTERED TITLE**

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. **PURCHASE PRICE**

The agreed purchase price for said premises is Seven Hundred Thousand Dollars (\$700,000.00), of which

\$ 41,000.00	have been paid as a deposit this day and
<u>\$659,000.00</u>	are to be paid at the time of delivery of the deed in cash, or
	by certified, cashier's, treasurer's or bank check(s).
<u>\$700,000.00</u>	TOTAL

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED**

Such deed is to be delivered at 1:00 o'clock p.m. on the 10<sup>th</sup> day after the Town of Upton waives its right of first refusal, if no waiver issues, after the expiration of 180 days after notice is served on the Town of Upton pursuant to the provisions of Chapter 61A; at the Worcester Registry of Deeds or at the office of Buyer's lender's counsel, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

9. **POSSESSION AND CONDITION OF PREMISES**

N/A – vacant land

10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the

delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days provided BUYERS retain their commitment at the same rate, terms and conditions.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without further recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:

(a) pay over or assign the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

**13. ACCEPTANCE OF DEED**

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and

obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or in accordance with local and customary conveyancing practices.

**15. INSURANCE**

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	As presently insured

**16. ADJUSTMENTS**

taxes for the then current fiscal year, shall be apportioned as of the day of delivery of the Deed and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

**18. BROKER'S FEE**

A broker's fee for professional services of ERA Key Realty (Seller's Broker) and Afonso Real Estate, Inc. (Buyer's Broker) is due from the SELLER to the

Broker(s) herein, if, when and only when the deed has been recorded and the funds disbursed.

**19. BROKER(S) WARRANTY**

The Brokers named herein ERA Key Realty (Seller's Broker) and Afonso Real Estate, Inc. (Buyer's Broker) warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.

**20. DEPOSIT**

All deposits made hereunder shall be held in an interest bearing escrow account by (I am assuming your office will hold the deposit) Murtha Cullina LLP as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. Interest shall go to the Buyer at the time of closing. In the event of default, interest shall follow the deposit. In the event of any disagreement between the Parties, the Escrow Agent shall retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER or a court of competent jurisdiction.

**21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole remedy both at law and in equity.

**22. RELEASE BY HUSBAND OR WIFE**

The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

**23. BROKER AS PARTY**

The Broker(s) named herein join(s) in this Agreement and become(s) a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

**24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.**

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.



**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

**26. MORTGAGE CONTINGENCY CLAUSE**

Cash Purchase.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns, and may be cancelled, modified, or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

**28. LEAD PAINT LAW**

N/A – Vacant Land

**29. SMOKE DETECTORS**

This section is intentionally deleted because this relates to a sale of raw land only.

**30. ADDITIONAL PROVISIONS**

The initialed riders, if any, attached hereto, are incorporated herein by reference.

**NOTICE:** This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER  
RICHARD A. AMATO INVESTMENT TRUST

By: *Richard Amato Trustee*  
Richard Amato, Trustee

BUYER  
F&D CENTRAL REALTY  
CORPORATION, INC.

By: *Domingos Afonso Pres.*  
Domingos Afonso, President

## ADDENDUM TO PURCHASE AND SALE AGREEMENT

**SELLER:** RICHARD A. AMATO INVESTMENT TRUST  
**BUYER:** F&D REALTY CORPORATION  
**PREMISES:** Land off East Street, Upton, Massachusetts  
**DATE:** January 30<sup>th</sup>, 2016

The following provisions supplement and amend the Purchase and Sale Agreement of even date between the parties identified above, and are included within said Agreement for all purposes.

31. duplicate see #55

32. All notices required or permitted to be given hereunder shall be given in writing by registered or certified mail, proper postage prepaid, return receipt requested, and deposited with the United States Postal Service, or hand delivered, or sent by receipted facsimile transmission, and shall be deemed given and effective when so mailed or hand delivered, or sent by receipted facsimile transmission, evidenced by a transmission receipt evidencing a successfully completed transmission thereof, addressed to the Seller or Buyer, as the case may be, at the following addresses.

In the case of Seller: Richard A. Amato  
11 East Street  
Upton, MA 01568

Or his Attorney: Francis A. Di Luna, Esq.  
Murtha Cullina LLP | Attorneys at Law | 600  
Unicorn Park Drive | Woburn | MA | 01801-3343  
Direct: 781-897-4981  
Fax: 617-210-7050  
fdiluna@murthalaw.com

In the case of the Buyer: F&D Central Realty Corporation, Inc.  
189 Main Street  
Milford, MA 01757

Or its Attorney: Suzette A. Ferreira, Esq.  
Consigli and Brucato, PC  
189 Main Street, 3rd fl  
Milford, MA 01757  
508-478-2054  
508-478-7394  
suzette@consigliandbrucato.com

Or in the case of either party to such different address as they may so designate by a notice sent as required above.

33. Seller and Buyer agree to sign at closing the following documents: (1) affidavit of no liens or parties in possession; (2) affidavit of purchase price and terms; (3) Seller's tax identification number for reporting income to the IRS pursuant to Internal Revenue Code Section 6045(e); (5) Affidavit of Non-Foreign Status.

34. For purposes of interest on the deposits, Seller's social security number or tax identification number is: \_\_\_\_\_, and Buyer's social security number or tax identification number is: 04-3245822.

35. All references to the "then current year" and like references with respect to real estate taxes payable for the premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

36. Upon reasonable advance notice and at a reasonable time, Buyer shall be provided with access to the Premises and the improvements thereon for the purpose of inspecting the premises and of showing the same to prospective lenders, insurance agents and contractors. All such rights of access shall be exercised in the presence of Seller or Seller's agent.

37. Seller hereby authorizes the attorney for Buyer to obtain payoff information, if any, regarding any and all outstanding mortgages or liens on the premises in connection with preparing for the passing on the premises, and agrees to provide account numbers if necessary to obtain same.

39. At the closing, the Seller shall deliver to the Buyer: (a) a duly executed, sworn and notarized Affidavit of Non-Foreign Status; (b)

40. Buyer acknowledges that they have read, signed and received documents entitled;

(a) "Agency Disclosure"; and

(b) "~~Department of Public Health Property Transfer Notification~~". **NOT APPLICABLE**

41. Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association, at the time for delivery of the deed, shall be governed by said Standard to the extent applicable.

42. If the Buyer assigns this agreement or records a copy of this Agreement with the Registry of Deeds where deeds relative to the subject premises would be recorded, the Seller at its option may declare Seller's obligations hereunder to be null and void and may deem the Buyer to be in default of its obligations hereunder. The designation of a title

nominee pursuant to the provisions of Paragraph 4 hereof shall not constitute an assignment for purposes of this paragraph.

44. This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this Agreement is hereafter modified or altered by written agreement signed by the parties hereto.

45. This Agreement may be signed in counterparts, and it shall not be a condition to the effectiveness of this Agreement that all parties have signed the same counterpart. The parties may rely on facsimile signatures, but shall nevertheless exchange signed originals of this Purchase and Sale Agreement promptly after its execution.

46. Seller shall forward to the Buyer within 14 days of signing this Agreement, all plans, reports, studies and documents by architects, engineers, and consultants retained by the Seller, at its expense, which may include, without limitation, environmental engineering and other property inspections, relating to the herein described property.

47. Promptly after execution of an acceptable Purchase and Sale Agreement, Seller shall send any and all notices of its intent to sell to the Town of Upton, as shall be required under G.L. c.61A §§1 et seq.

48. Prior to closing, Seller shall provide Buyer with notice that the Town of Upton has released the entire Premises from the provisions of G.L. c.61A or an Attorney's Affidavit of Compliance.

49. Seller shall pay any and all rollback taxes pursuant to G.L. c. 61A, with the proceeds from the sale at the time of closing and Seller shall provide thereafter a full Release of Tax Lien in recordable to Buyer's Attorney upon receipt by the Seller.

50. Upon receipt Seller shall provide to Buyer the release from the Town of Upton from c.61A in recordable form, releasing the Premises from the restrictions on the Premises.

51. In the event the Town of Upton notifies Seller that it intends to exercise its first refusal option to purchase all or any portion of the premises under this Agreement, this Agreement shall terminate, Seller shall immediately return Buyer its deposit(s).

52. Buyer shall inspect and review title and survey matters, zoning, environmental, land use and other governmental compliances. Seller agrees to provide Buyer with such information concerning the Premises readily available to Seller as Buyer reasonably requests and to provide Buyer reasonable access to the Premises for the purposes of making inspections and reviews within the open fields.

53. If the Town of Upton exercises its right of first refusal option, the Buyer may terminate the Agreement by giving written notice to the Seller, in which event all deposits,

together with accrued interest, if any, shall be refunded to the Buyer and all other obligations of the parties shall cease and the Agreement shall be void and without recourse to the parties.

54. This sale is "as is" and permit provisions are excluded.

55. The Seller and Buyer each represent to each other that no broker has been involved with this transaction other than ERA Key Realty Services and Afonso Real Estate, Inc. The Seller and Buyer hereby agree to indemnify one another from and against any brokerage commission claimed by any other party. Seller shall be responsible to pay the brokerage commission, but said commission shall be due and payable only if, as and when the Buyer accepts and records Seller's deed and not otherwise. The amount of said brokerage commission shall be determined by a separate agreement between the Seller and Seller's Agent.

56. To the best of their knowledge and belief, the SELLER has received no written notices claiming or alleging any violation of any law, regulations, code, rule, ordinance or requirement of any federal, state or local governmental authority having jurisdiction of the PREMISES.

57. SELLER agrees that it shall be a condition to the closing hereunder that title to the property shall be insurable under an owner's form of title insurance policy issued to Buyer by a national title insurance company on ALTA Form B without taking exceptions for any encumbrance (other than preprinted exceptions or those allowed for in Paragraph 4 of the form agreement).

58. To the best of Seller's knowledge and belief, the premises are not in material violation of any applicable building, zoning, environmental, health or other law.

59. The net proceeds due to SELLER(S) at the time for performance of the Agreement shall be delivered to the attorney representing SELLER(S) to be held thereby in escrow pending recording of the Deed from SELLER(S) to BUYER(S) on the day of closing or by noon on the next business day if the closing occurs after 2:00 p.m., and said net proceeds may be in the form of a check drawn on the escrow account of the attorney for BUYER(S) or the attorney for the lender providing financing to BUYER(S), if any.

60. The premises shall not be in conformity with the title provisions of this Agreement unless:

- a) No building, structure, or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
- b) The premises shall abut a public way, duly laid out or accepted as such by the Town of ~~Mendon~~, or have access thereto;

**UPPON**

- c) Title to the premises is insurable for the benefit of Buyer by a Title Insurance Company reasonably acceptable to Buyer, in a fee Owner's Policy of Title Insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title included in the "jacket" to such form or policy and those matters set forth in Paragraph 3 of this Agreement. The availability of Title Insurance under this paragraph shall not relieve the Seller of the obligations to deliver title in accordance with the provisions of Paragraph 3.

61. SELLER shall execute and deliver the standard form affidavit and indemnification to the BUYER that there are no parties in possession at the premises, and that no work has been done on the premises which would entitle anyone to claim a mechanic's lien or to file a notice of contract relating to the property, as may be required for title insurance purposes.

62. Any title or practice matter which is the subject of a title or practice standard of the Real Estate Bar Association of Massachusetts at the time of delivery of the deed shall be governed by said title practice standard to the extent applicable.

63. With the exception of registered pesticides, to the best of SELLER'S knowledge and belief, neither the Seller nor any of the Seller's agents or employees have, as of this date, caused, or are aware of a release or threat of release of any "oil", "hazardous material", "hazardous wastes" or "hazardous substances" (the "Materials") as those terms are defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq., as amended, the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21 C, as amended, and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L., Chapter 21 E, as amended, and regulations adopted thereunder (collectively the "Superfund and Hazardous Waste Laws") on the Premises. Should Buyer discover any such materials, upon written notice thereof to Seller, Buyer may terminate this Agreement. Upon Seller's receipt of said notice, all deposits made hereunder shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

64. BUYER, or its authorized representative(s), shall have the right to enter upon the the open fields of the Property at reasonable times for the purpose of inspecting and measuring the property, to show the Property to contractors, engineers, architects, surveyors, insurers and lenders, to develop plans, drawings and specifications for the improvement of the Property, and to make legal, engineering, feasibility, and environmental tests, studies, reviews, analyses, investigations and surveys of the Property (collectively, the Investigations"), all as BUYER may determine to be necessary and appropriate, and all at BUYER'S sole cost and expense.

65. Accelerations and extensions of the time for performance of the provisions of this Agreement may be executed on behalf of a party by counsel thereof, if any.

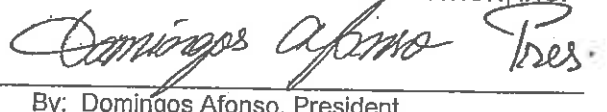
66. Signatures and initials on this agreement sent by facsimile and or email communication shall be acceptable and treated as original signatures.

This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this Agreement is hereafter modified or altered by written agreement signed by the parties hereto.

SELLER:  
RICHARD A. AMATO INVESTMENT TRUST

  
Richard A. Amato, Trustee

BUYER:  
F&D CENTRAL REALTY CORPORATION, INC.

  
By: Domingos Afonso, President

I, Francis A. Di Luna, attorney in good standing, verify that the foregoing is a true and accurate copy of the relevant Purchase and Sale Agreement relating to the sale of 47 acres in Upton, MA.

Date: Feb 8 2016

By:   
Francis A. Di Luna





2005 00173283

Bk: 37543 Pg: 255 Doc: DEED  
Page: 1 of 3 10/12/2005 04:13 PM

## QUITCLAIM DEED

I, Richard A. Amato, of 11 East Street, Upton, Worcester County, Massachusetts, for consideration paid and in full consideration of One Dollar (\$1.00) grant to

Richard A. Amato, Trustee of the Richard A. Amato Investment Trust, u/d/t September 12, 2005, and recorded with the Worcester District Registry of Deeds at Book **37543-243**  
Page

with QUITCLAIM COVENANTS, the following described property:

A certain parcel of land, together with any buildings thereon, situated on the westerly side of School Street in said Hopkinton and on the westerly side of East Street in said Upton, and being shown on plan entitled "Plan Of Land in Upton and Hopkinton Mass. Property of Gladys C. Temple Scale 1" = 200' April 1073 Surveyed by Blackstone Valley Survey and Engineering, Inc. 302 Upton Road, Grafton, Mass.", consisting of the areas marked on above mentioned plan as follows:

55.47 acres, 5.48 acres and 0.81 acres, said tract being more particularly bounded and described as shown on said plan as follows:

Beginning at the southeasterly corner of the granted premises at a stake in the westerly line of East Street;

THENCE S.	82°	0'	05"	W.,	416.81 feet to a stake;
THENCE S.	82°	12'	30"	W.,	518.70 feet to a stone marker;
THENCE S.	80°	24'	44"	W.,	125.15 feet to a stone marker;
THENCE S.	82°	57'	14"	W.,	283.46 feet to a drill hole;
THENCE S.	81°	32'	07"	W.,	183.13 feet to a stake;
THENCE N.	18°	56'	31"	W.,	100.00 feet to an iron pin;
THENCE S.	81°	18'	07"	W.,	439.57 feet to a drill hole, said
					last seven courses bounding on land of one John Hoell;
THENCE N.	8°	22'	16"	W. along a stone wall,	308.69 feet to
					a drill hole, and bounding on land of one Gallant;
THENCE N.	30°	39'	51"	E.,	301.68 feet;
THENCE N.	30°	32'	25"	E.,	274.09 feet;
THENCE N.	31°	25'	39"	E.,	251.29 feet to a stone marker, said
					last three courses bounding on land of one William Jonczyk;
THENCE S.	73°	29'	25"	E.,	134.60 feet to a stone bound;
THENCE N.	31°	15'	30"	E.,	669.77 feet to a granite bound;

Return to:  
Richard A. Amato  
Trustee of the Richard A. Amato Investment Trust  
11 East Street  
Upton, Massachusetts 01568

EOP

Property Address:

11 East Street, Upton, Massachusetts

THENCE N. 51° 24' W., 134.74 feet to a granite bound;  
 THENCE N. 30° 05' 53" E., 190.93 feet to a drill hole in the  
 southeasterly line of West Main Street in said  
 Hopkinton, said last four courses bounding on land of one  
 Whittemore;  
 THENCE S. 27° 36' 16" E., 337.81 feet to an iron pin in the Town Line  
 between Hopkinton and Upton;  
 THENCE S. 83° 56' 00" E., 548.92 feet along said Town Line to  
 an iron pin;  
 THENCE N. 40° 30' 16" W., 82.73 feet to a drill hole, said last  
 three courses bounding on land of one Heliquist;  
 THENCE S. 89° 25' 46" E., 95.40 feet to a drill hole;  
 THENCE N. 58° 37' 59" E., 192.95 feet to a drill hole;  
 THENCE N. 60° 55' 29" E., 85.15 feet to a drill hole;  
 THENCE N. 37° 54' 14" E., 134.73 feet to a drill hole;  
 THENCE N. 38° 40' 29" E., 216.14 feet to a drill hole, said last  
 five courses being along a stone wall;  
 THENCE S. 56° 23' 35" E., 351.80 feet to the westerly side of  
 School Street, the last six courses bounding on land now or  
 formerly of one Marshall Temple;

THENCE southwesterly along said School Street and said East Street, 1,600 feet, more or  
 less, to the point of beginning.

BUT, excepting therefrom, the certain tract or parcel of land located in Hopkinton,  
 Middlesex County, Massachusetts previously conveyed from Richard A. Amato and  
 Cynthia A. Amato to Mark G. Sylvester and Elizabeth A. Sylvester being more  
 particularly described in a deed recorded with Middlesex South District Registry of  
 Deeds at Book 30279, Page 529.

For title see Deed of Richard A. Amato to Cynthia A. Amato and Richard A. Amato  
 recorded in Middlesex South District Registry of Deeds at Book 22270, Page 415 and in  
 Worcester District Registry of Deeds in Book 14346, Page 165; see also Deed of Gladys  
 G. Temple to Richard A. Amato recorded in Middlesex South District Registry of Deeds  
 in Book 12783, Page 422 and in Worcester District Registry of Deeds in Book 5696,  
 Page 172.

This deed is being executed in duplicate so that one deed may be recorded in Middlesex  
 South District Registry of Deeds and one deed in Worcester South District Registry of  
 Deeds.

Return to:

Richard A. Amato

Trustee of the Richard A. Amato Investment Trust

11 East Street

Upton, Massachusetts 01568

WITNESS my hand and seal this 3<sup>rd</sup> day of October, 2005.

Richard A. Amato  
Richard A. Amato

**COMMONWEALTH OF MASSACHUSETTS**

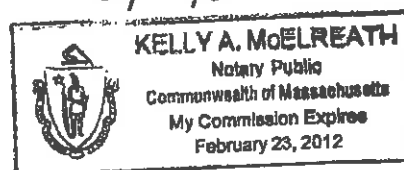
Worcester, ss

October 3, 2005

On this 3 day of October, 2005, before me, the undersigned notary public, personally appeared Richard A. Amato, proved to me through satisfactory evidence of identification, which was Mass Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Kelly A. Moelreath  
Notary Public  
My commission expires: 2/23/12 *seal*

Seal



Return to:  
Richard A. Amato  
Trustee of the Richard A. Amato Investment Trust  
11 East Street  
Upton, Massachusetts 01568

**ATTEST: WORC. Anthony J. Vigliotti, Register**



2005 00173283

Bk: 37543 Pg: 255 Doc: DEED  
Page: 1 of 3 10/12/2005 04:13 PM

## QUITCLAIM DEED

I, Richard A. Amato, of 11 East Street, Upton, Worcester County, Massachusetts, for consideration paid and in full consideration of One Dollar (\$1.00) grant to

Richard A. Amato, Trustee of the Richard A. Amato Investment Trust, u/d/t September 12, 2005, and recorded with the Worcester District Registry of Deeds at Book **37543-243**  
Page .

with QUITCLAIM COVENANTS, the following described property:

A certain parcel of land, together with any buildings thereon, situated on the westerly side of School Street in said Hopkinton and on the westerly side of East Street in said Upton, and being shown on plan entitled "Plan Of Land in Upton and Hopkinton Mass. Property of Gladys C. Temple Scale 1" = 200' April 1073 Surveyed by Blackstone Valley Survey and Engineering, Inc. 302 Upton Road, Grafton, Mass.", consisting of the areas marked on above mentioned plan as follows:

55.47 acres, 5.48 acres and 0.81 acres, said tract being more particularly bounded and described as shown on said plan as follows:

Beginning at the southeasterly corner of the granted premises at a stake in the westerly line of East Street;

THENCE S.	82°	0'	05"	W.,	416.81 feet to a stake;
THENCE S.	82°	12'	30"	W.,	518.70 feet to a stone marker;
THENCE S.	80°	24'	44"	W.,	125.15 feet to a stone marker;
THENCE S.	82°	57'	14"	W.,	283.46 feet to a drill hole;
THENCE S.	81°	32'	07"	W.,	183.13 feet to a stake;
THENCE N.	18°	56'	31"	W.,	100.00 feet to an iron pin;
THENCE S.	81°	18'	07"	W.,	439.57 feet to a drill hole, said
					last seven courses bounding on land of one John Hoell;
THENCE N.	8°	22'	16"	W.	along a stone wall, 308.69 feet to
					a drill hole, and bounding on land of one Gallant;
THENCE N.	30°	39'	51"	E,	301.68 feet;
THENCE N.	30°	32'	25"	E.,	274.09 feet;
THENCE N.	31°	25'	39"	E.,	251.29 feet to a stone marker, said
					last three courses bounding on land of one William Jonczyk;
THENCE S.	73°	29'	25"	E.,	134.60 feet to a stone bound;
THENCE N.	31°	15'	30"	E.,	669.77 feet to a granite bound;

Return to:  
Richard A. Amato  
Trustee of the Richard A. Amato Investment Trust  
11 East Street  
Upton, Massachusetts 01568

EOK

Property Address:

11 East Street, Upton, Massachusetts

THENCE N. 51° 24' W., 134.74 feet to a granite bound;  
 THENCE N. 30° 05' 53" E., 190.93 feet to a drill hole in the  
 southeasterly line of West Main Street in said  
 Hopkinton, said last four courses bounding on land of one  
 Whittemore;  
 THENCE S. 27° 36' 16" E., 337.81 feet to an iron pin in the Town Line  
 between Hopkinton and Upton;  
 THENCE S. 83° 56' 00" E., 548.92 feet along said Town Line to  
 an iron pin;  
 THENCE N. 40° 30' 16" W., 82.73 feet to a drill hole, said last  
 three courses bounding on land of one Heliquist;  
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 THENCE N. 58° 37' 59" E., 192.95 feet to a drill hole;  
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Return to:  
 Richard A. Amato  
 Trustee of the Richard A. Amato Investment Trust  
 11 East Street  
 Upton, Massachusetts 01568

WITNESS my hand and seal this 3<sup>rd</sup> day of October, 2005.

Richard A. Amato  
Richard A. Amato

**COMMONWEALTH OF MASSACHUSETTS**

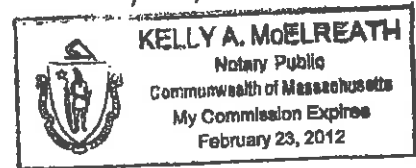
Worcester, ss

October 3, 2005

On this 3 day of October, 2005, before me, the undersigned notary public, personally appeared Richard A. Amato, proved to me through satisfactory evidence of identification, which was Mass Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Kelly A. Moelreath  
Notary Public  
My commission expires: 2/23/12 *seal*

Seal



Return to:  
Richard A. Amato  
Trustee of the Richard A. Amato Investment Trust  
11 East Street  
Upton, Massachusetts 01568

**ATTEST: WORC. Anthony J. Vigliotti, Register**